

Southeastern CC Educ. Support Assn./ISEA 7/1/2005 6/30/2009



2005-2006

**BARGAINING AGREEMENT
BETWEEN
BOARD OF TRUSTEES
OF SOUTHEASTERN COMMUNITY COLLEGE
AND
SOUTHEASTERN COMMUNITY COLLEGE
EDUCATIONAL SUPPORT ASSOCIATION**

FY 2005, 2006, 2007, 2008 & 2009

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DEFINITIONS

1. The term "Board", as used in this Agreement, shall mean the Board of Directors of Southeastern Community College or its duly authorized representatives or agents.
2. The term "college", as used in this Agreement, shall mean Southeastern Community College.
3. The term "employee", as used in this Agreement, shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in PERB Case No. 2761 issued on September 20, 1984 and as amended October 30, 1997.
4. The term "Association", as used in this Agreement, shall mean the Southeastern Community College Educational Support Association/ISEA or its duly authorized representatives or agents.
5. The term "level" denotes grouping within a category and relates to the Wage Schedule.
6. The term "job title" is the descriptive name listed on a job description.
7. The term "job category" refers to positions which have similar occupation descriptions.
8. The term "grievant" shall mean an employee, group of employees, or Association filing a grievance.
9. The term "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving a misapplication, misinterpretation, or an alleged violation of an Article(s) of this agreement.
10. The term "Days" as used in this Article shall be College open office days as indicated on the college calendar.
11. The term "Involuntary Transfer" is the assignment by the employer of an employee from the employee's present position to a vacant position at the employer's option.
12. The term "Voluntary Transfer" is the assignment by the employer of an employee as a result of an employee successfully applying for transfer to a vacant position.
13. The term "late starting employee" is an employee who was not employed at the start of the fiscal year (July 1st).

1. GRIEVANCE PROCEDURE

A. Informal Discussion on Complaints

Employees and their immediate supervisors are encouraged to discuss job related problems. Such discussion should precede the filing of any formal grievance as described below. These informal discussions may be used by the College to investigate complaints of employee's problems, or by the employee to clarify his/her complaint. At the request of the employee, an Association representative may be present in any interviews associated with such investigation. At the request of the immediate supervisor, the Supervising VP/Dean/Director/Officer may be present in any interviews associated with such investigation.

B. Procedures

The Board's representative at each level shall make a good faith effort to investigate the alleged grievance.

1. Step One (Immediate Supervisor)

- a. If the employee believes that a grievance exists, hereinafter the grievant shall complete, deliver, and file with the immediate supervisor and the Director of Human Resources, the written Grievance Form within fifteen (15) days of the act or condition giving rise to the grievance or within forty-five (45) days from the time the grievance might reasonably be ascertained to have occurred and no later than fifteen (15) days after the expiration date of this agreement.
- b. At the request of either the grievant or the immediate supervisor, a meeting shall be held to discuss the grievance. The immediate supervisor shall make a decision on the grievance and communicate such decision to the grievant, the Director of Human Resources and the Association within fifteen (15) days after receipt of the Grievance Form.

2. Step Two (Director of Human Resources)

- a. In the event that a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a notice in writing with the Director of Human Resources within fifteen (15) days of receipt of the immediate supervisor's written decision at the First Step to proceed to Step 2, or within fifteen (15) days after the act or condition giving rise to the grievance if grievance is initiated at the Second Step by the Association. When the grievance affects a group of employees with more than one supervisor or more than one campus, it will be considered a class grievance and may be filed by the Association Grievance Chairperson or Association President at Step Two.
- b. At the request of either the grievant or the Director of Human Resources, a meeting shall be held to discuss the grievance. The Director of Human Resources shall make a decision on the grievance and communicate such decision in writing to the grievant and Association within fifteen (15) days after receipt of the Grievance Form or the written notice to proceed to Step 2.

3. Step Three (Arbitration)

- a. If the grievance has not been satisfactorily resolved at the Second Step, and if the Association determines that the grievance has merit, the Association will mail written notification simultaneously to the College President, the Director of Human Resources and the Iowa Public Employment Relations Board (IPERB) within twenty (20) days of the answer in Step Two requesting a list of five (5) arbitrators. The parties agree to be bound by the rules and procedures of the Iowa Public Employment Relations Board (IPERB).

GRIEVANCE PROCEDURE

- b. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in the decision, shall not amend, nullify, ignore or add to the provisions of the Agreement. The arbitrator shall be empowered to include in any award such remedies as he/she may deem proper. The decision of the arbitrator will be submitted to the Board and to the Association and will be final and binding upon the parties.
- c. Upon request by either party, the merits of the grievance and the substantive and/or procedurally arbitrable issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the College and the Association. All other costs will be borne by the party incurring them.

C. General Provisions

- 1. The failure of a grievant to act within the prescribed time limits will act as a bar to any further appeal.
- 2. The failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.
- 3. Time limits may be extended by written mutual consent of the Director of Human Resources and the grievant.
- 4. A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself and/or, at their option, by an Association representative selected by the Association. An Association representative has the right to be present at all pre-arbitration stages of the grievance. The grievant's supervising director has a right to be present at all pre-arbitration stages of the grievance.
- 5. A grievance, which is timely filed, at or near the end of the contract term will be resolved under the terms of this Article and using the process described herein.
- 6. Form -- The Grievance Form in Appendix D is attached hereto and made a part hereof.
- 7. All documents, communications, and records dealing with a grievance shall be kept in a grievance file that is separate from the employee's personnel file. Each employee shall have the right to review the contents of his/her grievance file. A representative of the Association, at the employee's request, may accompany the employee in review.
- 8. Original Copy of Grievance Form -- Beginning with Step One, the original copy of the grievance form (APPENDIX D) shall be signed and returned to the employee.
- 9. All meetings and hearings under this procedure shall be conducted in closed session and shall include only witnesses, aggrieved, and their designated or selected representatives. Each party shall have the right to issue subpoenas.

2. DUES CHECKOFF

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Vice President for Administrative Services an assignment authorizing payroll deduction of association membership dues. The form of the assignment shall be Appendix C.

B. Deduction

Pursuant to a deduction authorization, the Board shall deduct equal installments of the total dues from the regular salary check of the employee each pay period beginning in September and ending June 30 of each year except for less than fifty-two (52) week employees. For these employees, deductions will be made for the amount scheduled per pay period for each pay period (semimonthly) the employee is scheduled to receive a paycheck.

C. Duration

Such authorization for each employee shall continue in effect from year-to-year unless revoked in writing by a thirty (30) day notice to the Vice President for Administrative Services. The Vice President for Administrative Services shall immediately notify the Association of any revocation.

D. Transmittal

The Board shall transmit to the Association Treasurer the deduction for dues and a listing of the employees for whom deduction was made within five banking days after the pay date.

E. Change in Payroll Deduction

In the event there is a change in any continuing member's total membership dues, notification will be given by the Association Treasurer to the Vice President for Administrative Services on or before September 1 of each year.

3. HEALTH

In order to attempt to assure the physical and mental fitness of employees, the Director of Human Resources may require a Licensed Medical Physician's statement certifying an employee's physical and mental fitness to effectively carry out contractual responsibilities when in the Director of Human Resources judgment, such an examination is relevant to an employee's performance status. If this statement is not filed with the Director of Human Resources within a reasonable time of the request by the Director of Human Resources the employee shall be placed on Illness and Injury leave. The employee shall select an appropriately qualified examining Licensed Medical Physician. The Board shall pay the cost of the physician's examination, x-ray, laboratory and test fees required for the examination to the extent these costs are not covered by the medical insurance provided for the employee under this agreement. The phrase "not covered" shall be defined as any costs which may be incurred on the part of the employee (i.e. deductible; 80/20).

The Board and the Association agree that properly ventilated work areas are desirable. Therefore, the Board agrees that reasonable effort will be made to maintain ventilating equipment for work areas in optimum working condition. Further, the Board agrees to make reasonable efforts to improve ventilation in work areas where temperatures exceed 85 degrees Fahrenheit when employees are present.

4. SAFETY

In an attempt to assure the safety of employees in facilities under control of the Board of Trustees , the following are established:

1. The Board of Trustees will make reasonable and legally required efforts to maintain safe working conditions for employees. The Association will encourage employees to work in a safe manner. Employees, while performing assigned duties, shall be alert within reason to unsafe practices, equipment, and conditions and shall promptly report such to their immediate supervisor. This report shall be in writing with copies for the employee, the appropriate campus director and the supervising dean/director/officer. Each employee has a responsibility for his/her own safety, an obligation to know safety rules and practices as promulgated by the Board, and a joint responsibility for maintaining safety practices. In case of emergency, no employee shall be required or expected to act in other than a reasonable manner in providing any first aid or other emergency assistance.
2. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
3. At the time of orientation, new employees will be advised that a Bloodborne Pathogens Exposure Control Plan has been established by the Board of Trustees. This plan is on file with the Director of Human Resources and a copy thereof is accessible and available upon request. The Board of Trustees and the Association have identified the following occupations as having occupational exposure by virtue of performing tasks which place the employee at risk of routine contact with contaminated material:

Maintenance employees: Regular full and part-time employees in the Maintenance Department whose job includes potential contact with and cleanup of contaminated materials.

4. When required by administrative policy, or requested by an employee, and approved by his or her supervisor, the following items of safety equipment will be furnished by the Board at no cost to the employee so affected or making the request:
 1. Safety glasses or goggles (non-prescription).
 2. Protective head gear.
 3. Protective foot gear.
 4. Protective gloves.
 5. Back support belt.
 6. Other protective clothing as required or requested.

Any of the above items acquired using college funds shall only be used by the employee while engaged in contracted college duties.

5. EMPLOYEE EVALUATION PROCEDURES

A. Orientation

1. At the time the annual employment contract is issued, the college shall provide each employee with a brochure explaining the evaluation procedures, standards, and instruments and shall advise each employee as to the designated supervisor who will observe and evaluate his/her performance. The purpose of the brochure is to achieve mutual understanding of the evaluation system.
2. A new employee or an employee reassigned after the beginning of the school term shall be provided a copy of the brochure describing the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment or transfer to a new position.
3. No evaluation shall take place until the provisions of this section have been met.

B. Required Evaluations

1. Evaluation of the Probationary Employee

- a. A new employee shall be evaluated prior to the completion of sixty (60) working days of employment.
- b. An evaluation meeting will be held with each employee and the content of the evaluation will be discussed. At the conclusion of the meeting, a copy of the evaluation report signed by the employee and the supervisor will be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
- c. The employee will be given at least twenty-four (24) hours notice of the time and date of the evaluation meeting.

2. Annual Evaluation

- a. All employees shall be evaluated once every three years after their first year of employment (evaluated the second year and then on a three year cycle thereafter). All evaluations shall be in writing and shall be based on the observations of the supervisor completing the evaluation form. Employees shall be reminded of their year for evaluation at the start of that year.
- b. Materials relevant to employee performance which have been placed in the employee's personnel file may be discussed and attached to the annual evaluation report. In those cases in which such materials have been disputed, in writing, by the employee at the time they were included in the personnel file; the employee's comments will also be attached to the evaluation report.
- c. An evaluation meeting will be held with each employee and the content of the evaluation will be discussed. At the conclusion of the meeting, a copy of the evaluation report signed by the employee and the supervisor will be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
- d. The employee will be given at least twenty-four (24) hours notice of the time and date of the evaluation conference.

EMPLOYEE EVALUATION PROCEDURES

3. Supplemental Evaluation

- a. Should a supervisor feel that an evaluation of a non-probationary employee at other than the annual evaluation period is warranted, he/she may request a supplemental evaluation by notifying the Director of Human Resources. The Director of Human Resources will notify the employee, in writing, that a supplemental evaluation will be conducted.
- b. An evaluation meeting will be held at the conclusion of the supplemental evaluation period and the content of the evaluation will be discussed. At the conclusion of the meeting a copy of the evaluation report signed by the employee and the supervisor will be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
- c. The employee will be given at least twenty-four (24) hours notice of the time and date of the evaluation meeting.

C. Responses

Within fifteen (15) office open days of the conference, the employee shall have the right to have his/her written response to the evaluation and/or evaluation conference attached to the evaluation and placed in the evaluation file. The file copy of such response shall be signed by the designated supervisor and the employee to indicate awareness of the contents, and the employee shall be given a photocopy of the signed response.

D. Evaluation File

1. Each employee will have only one evaluation file. Only completed evaluation reports and related material discussed with an employee during an evaluation conference will be included in the evaluation file.
2. Each employee shall have the right at any time to review the contents of his/her evaluation file. A representative of the Association, at the employee's request, may accompany the employee in this review.
3. The employee shall have the right to reproduce any of the contents in his/her file.

6. SENIORITY

A. Determination of Seniority

The length of service shall constitute each employee's seniority. The length of service will be calculated in months. To determine the months of service for the previous year, the annual hours of service at the college as stated in the employee's Employment Contract for the school year shall be divided by one hundred seventy (170) rounding to the nearest whole month. These months of service will be added to the base calculated as of the previous July 1. All seniority accumulated prior to the certification of the bargaining unit and in accord with this procedure shall be a part of each employee's total accrual of seniority. Accumulation of seniority shall begin on the employee's day of hire. In the event that more than one employee has the same position on the seniority list, proper seniority will be determined alphabetically.

B. Lists

1. A seniority list will be developed listing employees ranked in descending order and will have a job category, level and campus designation.
2. The Director of Human Resources shall provide the Association with seniority lists and post all lists by September 1. Errors in seniority lists may be corrected at any time and the Director of Human Resources shall then provide a corrected list to the Association President and post the lists in areas accessible to employees.

C. Loss of Seniority

Seniority will be broken for the following reasons:

1. Termination
2. Resignation
3. Retirement
4. Employment by the college outside the bargaining unit
5. Loss of recall right after two (2) years
6. Failure to properly respond or report for work upon recall within ten days after receipt of a recall notice.

7. STAFF REDUCTION PROCEDURES

A. Coverage

All employees governed by this bargaining agreement including employees on leave of absence.

B. Definition

Staff reduction is the elimination of one or more bargaining unit positions based upon economically motivated considerations or when a single employee's assignment is reduced by more than .25 of an FTE (2080 x .25 = 520 hours).

For the purpose of this Article, the job titles and levels are categorized in Appendix E.

C. Notification

Employees subject to reduction at the conclusion of their contract shall be notified thirty (30) days prior to the expiration of their respective individual contract. Employees may only be reduced during the term of their employment contract when a financial exigency exists because budgeted revenues are not met by circumstances outside the Board's control. Employees to be reduced during the term of this agreement shall be provided a thirty day notice which shall include the financial exigency reason. A copy of the notice shall be delivered to the Association President.

D. Those employees whose positions are grant funded shall have their positions reduced if the grant funding is reduced and section E of this article shall not apply.

E. Application

In the event that the college determines that a reduction is required, the reduction shall be accomplished in the following manner:

1. The college will first attempt to accomplish the reduction by attrition, provided that the continuing job titles can be filled by remaining employees whose requisite skills and qualifications are appropriate to the job titles.
2. Employees whose employment is less than sixty (60) working days dating from the first day of employment shall be reduced next within the level.
3. When the reduction eliminates all the employees at a given level within a job category, all employees in that level shall be reduced. Employees who are reduced under this section have the right to displace the least senior employee in lower levels in the same job category if the lower level employee has lesser seniority either at their campus site or college-wide at the employee's discretion. The Director of Human Resources may require skill testing as he/she deems necessary.
4. When the need for reduction results in the reduction in the number of employees within a level and category, the least senior employee(s) within the level and category shall be reduced. Employees who are reduced under this section have the right to displace the least senior employee in lower levels in the same job category if the lower level employee has lesser seniority either at their campus site or college-wide at the employee's discretion. In the event of two or more reductions of employees, reductions will happen one at a time with the most senior employee receiving priority. The Director of Human Resources may require skill testing as he/she deems necessary.
5. It is the intent of the parties that unit-wide reduction in hours worked per year will not be used to avoid the provisions of this Article unless agreed otherwise by the Association and the Board.

STAFF REDUCTION PROCEDURES

F. Recall

1. Any employee reduced under the above procedure shall be entitled to fill any vacancy within a job category which exists at the time of reduction if the employee has the previously learned and practiced job skills to adequately meet the job responsibilities within the job description. The Director of Human Resources may require testing to determine adequacy of performance. An employee reduced may request skill testing for any vacancy existing at the time of reduction. The request for testing must be made within five (5) days of the reduction notice. Reduced employees shall be placed in vacancies in inverse order of seniority.
2. Any employee reduced and not immediately placed in a vacancy shall automatically be placed on the recall list for his/her job category. Right to direct recall shall continue for two (2) years from the effective date of the reduction. Recall rights allow an employee direct recall:
 - a. To any vacancy within his/her job category and level of employment.
 - b. To the same job category but at a lower level.
 - c. Recall shall be in inverse order of seniority. Involuntary transfers shall not be made which prevent the recall of reduced employees. No out-of-bargaining unit employees will be employed in or transferred to unit job titles so long as there are bargaining unit eligible employees on the recall list.
3. An employee who is offered a recall to a job title and level which has a lower wage rate or an individual contract calling for fewer hours per year than at the time of reduction may refuse the recall and still retain future recall rights as provided in this article.
4. An employee placed on the recall list shall be responsible for keeping a current address and telephone number with the Human Resources office.
5. Seniority shall be frozen while an employee is on the recall list and shall resume upon reemployment. To the extent allowed by the carrier, all insurances may be continued by the employee at the employee's expense while on the recall list. Accrual of sick leave and other benefits shall resume upon reemployment.

8. TRANSFER PROCEDURES

A. Involuntary Transfer Procedure

Involuntary transfer will be accomplished by assigning an employee to a vacant position. The employee transferred to the vacant position shall be notified in writing not less than five (5) open office days prior to the effective date of the transfer. The parties further agree that involuntary transfers will be avoided whenever possible.

Restrictions

An involuntary transfer shall only be assigned to the least senior employee in the job category and level at the campus of the vacant position.

B. Voluntary Transfer Procedure

1. Posting

All job vacancies in bargaining unit positions shall be posted in a conspicuous place at each campus for a period of five (5) open office days before the decision to fill the vacancy is made. At the time the notices are posted, a copy of the notice shall be presented to the Association's president. Job vacancy notices shall clearly state:

- a. Position Title
- b. Job Category and Level
- c. Minimum qualifications
- d. Duty Location
- e. Rate of pay
- f. Procedures for notifying the human resources office of the employee's interest in the position.

2. Selection

Unit employees may be required to demonstrate competence by completing skill testing as required by the Director of Human Resources. When utilized, skill testing will be administered prior to interviews and will be applied evenly to all applicants for transfer.

In cases where two or more bargaining unit employees have applied for the same position and are equal after all aspects of the hiring process are completed, the employee with the greatest seniority shall be given preference.

3. Restrictions

Applicants for voluntary transfer to an open position shall be considered in the following order: applicants from within the bargaining unit, applicants on the recall list, applicants from within the College.

4. Notice

Within ten (10) office open days after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill the posted position. Each applicant shall be so notified. The applicant so chosen to fill the posted position shall begin work in that posted position no later than thirty (30) days following the starting date for the posted position.

9. ILLNESS AND INJURY LEAVE

A. Earning Leave

Employees will be granted leave of absence for personal illness or injury with full paid hours in accordance with the following minimum amounts:

1st year of employment - one hour of full pay for each 16.25 hours contracted
2nd year of employment - one hour of full pay for each 15.3 hours contracted
3rd year of employment - one hour of full pay for each 13.7 hours contracted
4th year of employment - one hour of full pay for each 13 hours contracted
Each successive year - one hour of full pay for each 11.8 hours contracted

Employees hired after the start of the contract year will have their full pay hours of illness and injury leave prorated for the partial year.

B. Leave Accumulation

Unused hours shall be cumulative and added to the cumulative hours as follows:

$$\begin{array}{rcl} \text{Contracted Hours} & \times & 1,120 = \text{Maximum Cumulation} \\ 2,080 & & \text{Hours of Illness Leave} \end{array}$$

Employees shall be given a copy of a written accounting of accumulated sick leave as of the previous June 30 no later than August of each contract year. This accumulation plus this current year's earnings are available for the employee's use.

C. Leave Usage

Use of Illness and Injury leave shall be in compliance with Administrative Policy and/or Procedural Guideline #918. The SCCESA President shall be notified of any changes made to Guideline #918.

Employees may use this leave in one-hour (1 hour) increments not to exceed 24 hours for full-time employees. Usage of this leave in one-hour increments, by part-time employees, shall be limited to a prorated number of hours.

Employees scheduled for less than eight (8) hours per day shall have the total daily hours divided by two (2) to determine the minimum increment usage.

D. Reports

Whenever possible, the employee shall notify the immediate supervisor prior to an illness/absence regarding the reason and projected duration of leave.

ILLNESS AND INJURY LEAVE

Employees absent from duty for five or more consecutive days shall present a Work Release from a licensed physician. This Work Release shall be presented to the employee's immediate supervisor who shall forward copies to the division VP/Dean/Director/Officer, Human Resources Office, and Business Office (Payroll). Employees absent from duty without the Work Release under this agreement shall be considered Absent without Leave unless the employee is hospitalized as verified by the immediate supervisor. The supervisor shall be responsible to inform the employee of the requirement for a Work Release after the employee has been absent for three consecutive days. The Work Release shall indicate the specific dates of the release from duty. When the Work Release expires, a new Work Release shall be required if the employee is not returning to work under orders of the physician.

The absent employee shall not be allowed to return to work under a Work Release arising from a Workers Compensation case or a hospitalization without a Release to Return to Work from an Iowa licensed physician or a physician licensed in another state when deemed appropriate. The Release to Return to Work shall indicate the specific date the employee is able to return and any limitations regarding the employee's abilities or reduced hours, and in the case of limitations, the date of the next physician's appointment for review of the limitations. The Release to Return to Work shall be presented to the employee's immediate supervisor who shall forward copies to the Human Resources Office and the Business Office (Payroll).

If there is a request by the Director of Human Resources for additional information from the employee's physician regarding the necessity for the absence or continued absence, probable length of time for recuperation before resumption of work, and physical and mental fitness to resume temporary assignment or limited work and other matters related to employment, the Board will reimburse the employee for this report. If the Director of Human Resources requires an examination and report by a physician other than the employee's physician, the Board shall pay the cost of the physician's examination, x-ray, laboratory and test fees required for the examination to the extent these costs are not covered by the medical insurance provided for the employee under this agreement. The phrase "not covered" shall be defined as any costs which may be incurred on the part of the employee (i.e. deductible; 80/20).

E. Pregnancy and Childbearing

Leave due to employee's pregnancy and childbearing may be processed as a personal illness or injury leave with usage of paid leave at the option of the employee.

F. Other

Any payment of accumulated Personal Illness or Injury leave authorized by legislative enactment to be paid to the employee upon termination of employment, shall be no more than the minimum amount required for accumulation by 279.40 Code of Iowa, and further, shall not include the one-half (1/2) paid days accumulation.

10. PERSONAL LEAVE

A. Full-time Employees

Each full-time employee shall be credited with twenty-four (24) paid hours per year to be used for the employee's personal use. Personal leave may be used for any purpose at the discretion of the employee. An employee planning to use personal leave shall notify his/her supervisor at least forty-eight (48) hours in advance and seventy-two (72) hours in advance in the case of an intervening weekend, except that in the case of emergency, such advance notice shall not be required. The employee shall not be required to explain the reason for the use of the personal leave except in an emergency situation when the employee may then be required to explain the reason. In the event that employee requests for personal leave would cause additional overtime expense, the Human Resources Office may deny requests. In the event of denial, the employee(s) may arrange for shift exchanges with other qualified employees. Leave will be granted in instances of shift exchange.

Sixteen (16) hours of personal leave may be used in a minimum of four (4) hour increments. Eight (8) hours of personal leave may be used in a minimum of one (1) hour increments.

B. Less than Full-time Employees

Employees contracted for less than 2,080 hours of duty shall be credited with prorated leave as follows:

$$\frac{\text{Annual Duty}}{2,080} \times 24 \text{ hours} = \text{Total hours of personal leave rounded to the nearest whole hour}$$

OR

Employees who are not eligible for vacation leave shall be credited with prorated leave as follows:

$$\frac{\text{Annual Duty}}{2,080} \times 32 \text{ hours} = \text{Total hours of personal leave rounded to the nearest whole hour}$$

Usage of personal leave for employees contracted for less than full-time shall be as follows: Two-thirds (2/3) of personal leave may be used in four (4) hour increments. One third (1/3) of personal leave may be used in a minimum of one (1) hour increments.

11. BEREAVEMENT LEAVE

The days of leave requested shall be granted to a maximum of five (5) work days per year with pay in the event of death of an employee's spouse, child, step-child, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, grandparents and spouse's grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. This leave may be used in no less than one-half (1/2) day increments. In addition, any employee who has already used up or will have used up their five available days may be granted up to five additional days per year in the case of a death of any of the following: spouse, child, step-child, or parent. However, not more than five days may be used per incident.

Employees shall be granted up to two (2) days per year in the event of the death of a friend or relative outside the employee's immediate family as defined above. For local funerals, it is contemplated that such leave shall constitute only the time necessary to attend the funeral or visitations on the day of the funeral. This leave may be used in no less than one (1) hour increments.

12. LEAVE WITHOUT PAY

Short term leaves of absence without pay may be granted. Each employee shall be allowed up to five (5) unpaid days per year. Such leaves will be considered on an individual basis and must be applied for in advance on a form provided by the college. In the event that multiple employee requests for unpaid good cause leave would interfere with the operation of the college, the Director of Human Resources may deny multiple requests. In the event of denial, the employee(s) with the greatest seniority will be granted leave. Short term unpaid leave may be used in hourly increments.

13. LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT

Leave of absence with payment of regular salary (normal schedule of duty hours only) shall be approved within reason by the Director of Human Resources for an employee for attendance at such activities:

1. If such activities are directed toward:
 - a. The improvement of the qualifications for performance of the employee's contracted/anticipated duties;
 - b. Upholding the interest of the college's educational program.
2. And so long as it is mutually agreed between the employee and his/her supervising administrator that such absences are not seriously detracting from the performance of the contracted job assignment by said employee.

The approval for such absence should be requested ten (10) days in advance and may be accompanied by a stipulation to pay any legitimately incurred expenses resulting from such attendance. The basis upon which such stipulation is to be made will be:

- a. Available funds budgeted for travel, and
- b. The degree of value to be received by the college.

In granting this leave, seniority shall be applied as the deciding factor only when other criteria are equal.

14. LEAVE OF ABSENCE FOR PERSONAL DEVELOPMENT

A leave of absence for personal development may be available for an individual who desires to attend a credit class offered by Southeastern Community College at the campus of Southeastern Community College to which they are assigned for duty. In such an instance, the employee's work schedule may be adjusted in order to accommodate attendance at such class.

A. Procedure

The employee shall submit a written request for the leave and request for adjustment to work schedule to their supervisor fifteen (15) working days prior to the beginning of the credit class. Final written determination shall be made by the supervisor and Director of Human Resources prior to ten (10) working days before the beginning of the credit class.

In the event requests are made by multiple employees which would interfere with the efficient operation of the College, priority in consideration for approval shall be given to the employee making such request at the earliest date.

B. Limitations

Requests for this leave shall be limited to one course per semester per employee.

Usage of this leave shall be restricted to accommodate the employee in progress toward a degree by taking a course which is required in the employee's field of study. This shall be verified by the counselor or Vice President for Student Services during the registration process.

In the event that the employee's work hours may not be rescheduled in order to maintain the efficient operation of the College, the employee may still request the leave for personal development, but such leave time, if approved, will be unpaid.

15. FAMILY ILLNESS

Each employee shall be granted up to five (5) days per year of leave for illness of employee's spouse, child, step-child, son-in-law, daughter-in-law, parent, step parent, father-in-law, mother-in-law, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household of such nature that the immediate presence of the employee is required during his/her working day.

Employees may use this leave in one (1) hour increments not to exceed twenty-four (24) hours for full-time employees and prorated for part-time employees.

This leave shall only be used for serious illness and not routine physician's office visits in which case other leaves would be appropriate.

The Director of Human Resources may require a physician's statement verifying the illness of the employee's family member.

16. LEAVE OF ABSENCE FOR ASSOCIATION CONFERENCES, CONVENTIONS OR OTHER ACTIVITIES

A maximum of eight (8) employee days of paid leave shall be available to the Association President to be assigned among the bargaining unit members to attend conferences, conventions, or board meetings and other leadership capacity planning sessions of the state and national affiliated associations. Three (3) days of paid leave shall be available to the Association President for his/her use to attend conferences, conventions, or board meetings and other leadership capacity planning sessions.

The eight (8) paid days shall be designated as to individual employee usage by the Association President. Such leave may be denied by the Director of Human Resources for good cause. Leave may be used in one hour increments. Up to four days of the unused portion of the eight days may be carried forward to the next year, but will lapse if not used in that next fiscal year.

The total of sixty-four (eight times eight) hours will be credited for Association member use. Assignment and use of this leave shall be as set out above; however, said use will proportionately reflect the actual working hours of employees designated for use of such leave (i.e., If an employee granted use of one Association day is scheduled to work six hours that day, the Association will be charged for the use of six hours of Association leave). The three days of Association leave provided for the specific use of the Association President shall also be used proportionately to reflect the actual working hours of the Association President.

17. JURY DUTY

An employee called for Jury Duty during duty hours shall be provided such time as paid leave. Any fees or remuneration the employee receives during such leave shall be turned over to the employer except travel and meal expenses. Should remuneration exceed the employee's daily wages for each day of jury duty, reimbursement shall not exceed the employee's regular daily wages. Such reimbursement shall be made by check from the employee to the College within sixty (60) days of the last jury duty day, otherwise jury fees or remuneration (less travel and meal expense) may be withheld from the employee's next regular check.

18. MILITARY LEAVE

Leave of absence shall be granted for active state or federal military service as provided under the Code of Iowa, Chapter 29A.28. Notice of use of this leave shall be provided to the employee's supervisor promptly after call to duty orders have been received.

19. GOOD CAUSE LEAVE OF ABSENCE

The Director of Human Resources may grant leaves of absence beyond five (5) days without pay to employees for reasons of good cause.

Such leaves will be considered on an individual basis and must be applied for in advance and in writing.

Employee benefits will be discontinued with commencement of the first day of a full calendar month of this leave if the leave is more than thirty (30) days, but will be restored to the employee as of the first day of a full calendar month upon return to duty. However, the employee shall have, at the employee's election, the right to continue all insurance benefits by remitting the premium to the college business office in advance of the carrier's due date of the premium.

20. JOB CLASSIFICATION

It is the objective of the job classification system to meet the operating needs of Southeastern Community College while at the same time creating a system of compensation that is equitable among employees.

1. Classification of Present Positions

Job categories and levels of continuing employees of the bargaining unit shall be as indicated in Appendix E - Classification Chart.

Appendix E - Classification Chart shall be updated as positions are classified or reclassified and this updated list, including employee names, shall be provided to the Association President on a periodic basis.

2. Classification Revisions

During the annual negotiations process, job classifications shall be negotiated as a generic job title change and not as to individual employees filling a job title. The annual negotiations process shall be limited to the creation, elimination, or modification of job classifications, but will not extend to individual employee movement between existing or newly created job classifications. Individual employee movement shall be as defined in paragraph 5 of this Article.

3. Classification of New or Reassigned Employees

The Southeastern Community College Board of Directors shall retain the right to assign, promote and demote individual employees to job classifications. The employee shall have the opportunity to petition for job classification review through the review procedures stated herein under paragraph 6 at any time.

4. Standards of Job Reclassification

Job classification shall parallel the duties employees are hired to perform and shall be based upon progressively higher ranking skills, experience, training, responsibility particular to an employee or to a job classification as required by the Board of Directors. Job duties may overlap between classifications, however only in those instances where the duties of employment are very similar to a higher or lower job classification and are performed for a sustained period of time shall the employee be assigned to a higher or lower level job classification.

An employee working in a different job classification on a "temporary" or "emergency" basis shall not be entitled to retain such position on a full-time or permanent basis. Temporary duties shall be defined as duties assumed for a period of no more than eight (8) weeks. However, such performance shall be relevant in determining an employee's qualifications for promotion to a new job classification, when such promotion is deemed necessary.

If the duties of a position are substantially changed and put in effect during the term of this agreement, excluding changes of a temporary nature (for a period of no more than eight weeks), the Director of Human Resources and the Executive Board of the Association shall negotiate the job category and level of the position. If the employee filling the position disagrees with the decision, this decision may be grieved under the grievance article of this agreement.

JOB CLASSIFICATION

5. Employee Petition for Review of Job Classification

If an employee believes that he or she is performing in a job classification different from the classification in which the employee is currently assigned and such performance has been within the standards set forth in paragraph 4 of this Article, the employee shall be entitled to a right of review through the Human Resources Department. The employee's right of review shall be limited to one request per contract year for the same job description and shall be made no earlier than September 1 and not later than April 1 of each year. The employee shall follow the procedures as set forth in paragraphs 6 (A) through (D), and such procedures shall constitute the employee's sole remedy. This language shall not preclude reclassification under Article 20, paragraph 4.

The job classification review procedure shall exist separately from the parties' collective bargaining agreement.

6. Reclassification Procedures

(A) Step One

If an employee believes that he or she is performing duties of a job classification to which he or she is not currently assigned, the employee will first present a written statement to his or her immediate supervisor setting forth the reasons why the employee should be reclassified to a different job classification. A copy of the employee's written statement shall be simultaneously provided to the Director of Human Resources and the Association President or Grievance Chairperson.

(B) Step Two

Within ten working days the employee and supervisor shall meet with the Director of Human Resources to discuss the proposed job classification. The Association President or Grievance Chairperson may be present at this meeting at the request of the employee.

(C) Step Three

Within ten working days, the Director of Human Resources shall make a written determination as to whether the new job classification will be approved or denied. A copy of the Director of Human Resources decision statement shall be simultaneously furnished to the employee, the employee's supervisor and the Association President or Grievance Chairperson. A copy of the statement shall also be placed in the employee's personnel file.

JOB CLASSIFICATION

D) Step Four

If the employee disagrees with the written determination of the Director of Human Resources, he/she may submit a written request for final review to the Director of Human Resources within five working days.

Within fifteen working days, the President or his/her designee shall appoint a review committee consisting of a supervising VP/Dean/Director/Officer, a Professional Services Staff member, a faculty member, and the Association President or grievance chairperson. This committee shall be individually formed for each review procedure so as to eliminate potential conflicts of interest, and to insure the committee is composed of uninvolved parties. Within five working days of this appointment, this committee shall meet and confer for the purpose of rendering a written committee decision. The employee, the employee's immediate supervisor, and the employee's VP/Dean/Director, and the Director of Human Resources shall each have the opportunity to meet with this committee for the purpose of providing oral/written information concerning the request before the committee.

The committee's decision shall be considered final and shall be provided in writing within three working days to the employee, the employee's supervisor, and the Association President or Grievance Chairperson. A copy of said review decision shall also be placed in the employee's personnel file.

If the committee decision supports a reclassification, the new wage level will be implemented the next July 1. If the committee's decision is rendered after July 1st for deliberations begun prior to July 1st, the new wage level will be implemented retroactive to July 1st.

21. FRINGE BENEFITS

The College will provide the employee the fringe benefit plan outlined in this Article.

1. Employees shall be required to enter into a salary reduction agreement with the College for the purchase of insurance fringe benefits. Mandatory coverage's shall include the Long Term Disability insurance and fifty thousand dollars (\$50,000) worth of group term life insurance offered under the plan.
2. Employees may supplement those coverage's with other allowable additional items which are eligible for salary reduction under IRS tax code, administrative rules and guidelines.
3. The College is not required to provide any additional employee insurance coverage's in those situations when the respective individual insurance carrier will not accept the risk.
4. Insurance fringe benefits shall only be in effect when the correct enrollment and personnel procedures have been followed. In addition, no insurance coverage shall be effective in those cases which require acceptance by the carrier until the carrier has granted approval of the coverage.
5. Part-time employees of fifty percent or greater must participate under this Article, as well as full-time employees. Part-time employees of less than fifty percent may not participate under this Article.
6. A continuing employee may only request a change in benefits prior to the start of their first full calendar month of duty under each annual individual employment contract, or except as required by the specific insurance policy or necessitated by a change in the employee's marital or family status pertinent to the coverage.
7. The amount of the annualized salary used to determine the long term disability insurance factor shall be the employee's annualized salary as indicated in the employee's contract as of the first duty day of the employee's work year. In the case of new employees whose first duty day is other than that position's normal first duty day of the work year, then the employee's salary shall be equated to the position's normal full work year to determine the long term disability factor. The long term disability insurance factor shall be changed during the employee's present employment contract period only when the contract modifications amount to over two thousand dollars.
8. Coverage under this article shall commence July 1 and continue through June 30 for the duration of this agreement. In the event an employee's contract is terminated and salary payments are discontinued, the insurance premiums paid by the College shall also terminate as of the month in which the last salary payment is made, except that the College shall pay an additional month's premium at the applicable rate for an employee who is terminated because of staff reduction.
9. The College shall obtain coverage for an employee per carrier procedures and specifications. The eligibility requirement allows for coverage to be effective on the first contract day of employment.
10. The College shall provide each employee with a description of the insurance coverage's available through the fringe benefit plan upon employment by the College, and for any changes in coverage.

22. WAGES

A. WAGES

1. Base Wage

The base wage rate shall be set out in the Appendix A of this Agreement. Employees will be paid at the appropriate level as indicated in Appendix E - Classification Chart.

2. Hourly Wage Calculation

The total hourly wage rate for each employee will be calculated by adding the following factors:

- A. Basic Wage Rate
- B. Equalization Pay
- C. Longevity Pay
- D. Shift Differential

Basic Wage + Equalization Pay + Longevity Pay + Shift Differential = Hourly Wage

3. Estimated Annual Wage Calculation

The estimated annual wage will be calculated by multiplying the hourly wage rate by the total hours scheduled for the contract year. Method of pay will be described in B below. There will be no advance payment of wages.

Hourly Wage Rate x Total Hours Scheduled = Estimated Annual Wage

B. METHODS OF PAYMENT

Each employee shall be paid semimonthly for hours scheduled, with checks paid on the fifteenth (15th) and the last open office day of each month. Employees shall receive their checks at their regular campus unless the employee requests in writing the paycheck be mailed to a given address. Late starting employees shall have semimonthly installments prorated for the employment contract duration. Employees shall be eligible for participation in the College's direct deposit payroll system at their request by filing an appropriate authorization form with the Business Office. Other than fifty-two (52) week employees may, at their option, be paid in twenty-four (24) equal installments so long as there is no advance payment and there are no grant constraints regarding disbursement over a period longer than the duty period.

When a pay date falls on a college office closed day, the pay date shall be the prior faculty duty day. Employees will be paid for the actual hours scheduled for duty during the pay periods less any unpaid leave time. Overtime for the pay period will be included in the employee's pay to be paid on the pay date for the subsequent employee pay period. Payroll checks will be available to each employee up to 4:30 p.m. on the pay date. Payroll checks may be picked up by each employee at each site location from the Business Office representative at each site location. Employees may request in writing that their payroll check be mailed to their home address by the Business Office. Mailings from the Business Office will be accomplished on the pay date.

23. SUPPLEMENTAL PAY

A. Equalization Pay

Equalization Pay shall be provided on the basis of length of service accumulated by an employee while under continuous employment with the College. Equalization Pay shall be determined as follows:

1. A fifty cent (50¢) per hour adjustment shall be added to the employee's hourly wage rate on July 1 of each year for seven (7) consecutive years.
2. An employee's maximum equalization pay shall be three dollars and fifty cents (\$3.50) per hour.
3. An employee must complete at least 60 working days of employment from date of hire to July 1 in order to receive equalization pay, otherwise, equalization pay shall first be paid on the following July 1.

B. Longevity Pay

Longevity pay shall be provided on the basis of length of service accumulated by an employee while under continuous employment with the college. Longevity pay shall begin when an employee has received all equalization pay and be determined as follows:

1. A five cent (5¢) per hour longevity adjustment shall be added to the base hourly wage of each employee on July 1 of each year for those employees whose employment contract for the preceding fiscal year was between 1,561 and 2,080 hours.
2. A four cent (4¢) per hour longevity adjustment shall be added to the base hourly wage of each employee on July 1 of each year for those employees whose employment contract for the preceding fiscal year was between 1,040 and 1,560 hours.
3. A three cent (3¢) per hour longevity adjustment shall be added to the base hourly wage of each employee on July 1 of each year for those employees whose employment contract for the preceding fiscal year is between 520 and 1,039 hours due to employment at other than July 1 of the preceding fiscal year.
4. A two cent (2¢) per hour longevity adjustment shall be added to the base hourly wage of each employee on July 1 of each year for those employees who employment contract for the preceding fiscal year is less than 520 hours.
5. Employees whose contracted hours are changed from fiscal year to fiscal year shall have the adjustments in 1, 2 or 3 above.
6. When an employee's longevity rate reaches fifty cents (50¢) per hour, no further adjustments to longevity shall be made. The maximum longevity rate for an employee shall be fifty cents (50¢) per hour.
7. Each employee's longevity wage rate as of July 1, shall become the longevity wage rate to which adjustments under this section are added.

24. SHIFT DIFFERENTIAL

1. Employees that fall under any of the following categories shall receive shift differential payments. If more than one category applies, the employees shall be paid on the basis of the highest premium rate.
 - a. Any employee whose normal work assignment includes four (4) or more hours during the time frame of 3:30 p.m. - 11:00 p.m. shall qualify for a shift differential of 10 cents (\$.10) per hour for all hours worked. Any employee whose normal work assignment includes four (4) or more hours during the time frame of 11:00 p.m. - 7:15 a.m. shall qualify for a shift differential of 20 cents (\$.20) per hour for all hours worked. Employees working during the above hours due to "extended work assignment" (overtime) of "first shift" hours shall not qualify for the aforementioned shift differential.
 - b. Employees whose work schedule includes more than a one (1) hour break during their normal daily shift schedule shall receive a shift differential for the hours worked that day of ten cents (\$.10) added to their hourly wage for that scheduled work day.
 - c. Employees whose normal work schedule requires Saturday or Sunday hours shall have a shift differential of ten cents (\$.10) added to their respective hourly wage.
 - d. Employees who are normally scheduled to work less than forty (40) hours per week and who are then assigned additional hours of work which is not "prior to" or "at the end of" their regularly scheduled hours shall be guaranteed a minimum of two (2) hours of pay.
2. Employees whose normal schedule is revised during the year shall have added or deducted the shift differential from their present total hourly wage and shall be paid the revised hourly wage at the commencement of the revised normal work schedule.

25. OVERTIME COMPENSATION

Employees shall receive overtime compensation in excess of forty (40) hours of duty per work week.

Employees shall be paid one and one half (1 1/2) times their hourly wage rate (see 22.A.2.) or mutually agreed to compensatory time off (another work week) at one and one half (1 1/2) times the overtime hours of duty for all overtime duty. The decision whether or not compensatory time off (another work week) will be utilized and the specific time for compensatory time use shall be made not later than the completion of the overtime assignment.

A. Custodial and Maintenance Employees

1. Assignment of unscheduled activities (emergency, snow removal, etc.) will be made by the Maintenance Supervisor or his designee as needed. This assignment is not subject to the Scheduled Activities Offered list.
2. Assignment of scheduled activities by the Maintenance Supervisor or his designee will be as follows:

A yearly overtime list will be posted and maintained by the Maintenance Supervisor commencing at the beginning of each fiscal year (July 1). This list will indicate overtime offered to each employee for scheduled activities.

Overtime will be offered on a rotating basis. If the employees decline the offered assignment, the overtime will be assigned to a qualified employee on a rotating basis.

Overtime will be offered for scheduled activities at least seventy-two (72) hours prior to the commencement of the scheduled activity except in unusual situations when the overtime assignment will be offered without the seventy-two (72) hour notice.

If an overtime assignment is required during any of the eight holidays designated below, employees fulfilling such overtime assignment shall be paid two (2) times their hourly wage rate or mutually agreed to compensatory time off (another work week) at one and one-half (1 1/2) times the overtime hours of duty for all duty on the below designated holidays.

July 4
Labor Day
Thanksgiving
December 24 and 25
December 31 and January 1
Memorial Day

3. If an employee has requested any leave time as defined in the Articles of this Agreement, and that leave time has been approved, and that leave time is contiguous with any unscheduled or scheduled activities, that employee shall be excluded from mandatory assignment of overtime for that activity.
4. In the event that any day or part of a day the college campus is closed by the Administration and the receptionist and/or custodial and maintenance personnel are required to be on duty (Article 26.1 and 26.2), on duty personnel shall be paid at one and one half (1 1/2) time their hourly wage rate or mutually agreed to compensatory time off. When campus is closed during daytime hours the 1 1/2 time hourly rate shall be from 6:00 a.m. to 6:00 p.m.. When campus is closed during evening hours, the 1 1/2 time hourly rate shall be from 6:00 p.m. to 6:00 a.m.

OVERTIME COMPENSATION

B. All Other Employees

1. Overtime duty shall be assigned by the supervisor prior to its performance.
2. Employees not on duty forty (40) hours per work week because of a variance in scheduled hours, will not receive overtime compensation until the actual duty hours exceed forty (40) in the work week.
3. The use of scheduled time off in lieu of overtime payment is discretionary with the employee. Scheduled time off is equated equally to the duty performed beyond the normal daily eight (8) hour schedule within that normal scheduled pay period. The decision whether or not scheduled time off will be utilized shall be made at the time the overtime duty assignment is given.

C. Call In Overtime Guarantee

Employees whose assigned overtime is not "prior to" or "at the end of" their regularly scheduled hours of work shall be guaranteed two hours of overtime.

D. Other Provisions

Paid leave shall count toward hours worked for purposes of calculating the forty (40) hours per week.

26. HOURS

The normal work week schedule for employees shall be forty (40) hours, excluding lunch periods with each employee entitled to two (2) consecutive days without assignment per week except for assigned overtime. Starting and ending of shifts shall be established to accommodate the needs of the college. The employer retains the right to schedule hours, but will not temporarily reschedule normal working hours to avoid the overtime provisions of this agreement without the mutual consent of the employee.

At the employee's request, the employee's supervisor may reschedule the employee's work hours up to no more than three (3) hours within a work week in order to accommodate the employee's request to be away from his/her work station. If, because of an emergency, the rescheduling cannot take effect in the employee's current work week, the rescheduling then must be done in the employee's following work week. The employer retains the right to reschedule the hours.

Except for overtime assignments, the normal work day shall be eight (8) hours excluding lunch periods. An employee working an eight hour day shall have a thirty (30) minute lunch period scheduled around the middle of the work day. The lunch period will be assigned by preference utilizing seniority of the employees in an area. Nothing in this section shall be a guarantee of hours per day, per week, per year or deal with the assignment of overtime. The normal weekly work schedule will be provided to those employees working other than 8:00 a.m. to 4:30 p.m. Monday through Friday. An employee shall be permitted one 15 minute break during the first half of the day and one 15 minute break during the second half of the day. An employee scheduled to work less than eight hours shall be permitted one 15 minute break during any four consecutive hours of work. An employee working over eight (8) hours shall be permitted one additional 15 minute break for every four additional consecutive hours of work. The break will be scheduled around the middle of the duty period and assigned by preference utilizing seniority of the employees in an area. Said breaks may not be used to shorten the assigned work day.

Any day or part of a day when a college campus (North, South, ISP, WC-B, WC-K, Ft. Madison Center, Mt. Pleasant Center, MPCF) is closed by the Administration, bargaining unit members at that campus shall not be required to be on duty except:

1. Custodial and maintenance personnel as required to be on duty by the Maintenance Supervisor.
2. Receptionists, when in the estimation of the Vice President for Educational Services/Dean, this position is needed.

Employees not required to be on duty due to a closing shall be compensated at their hourly wage rate (see 22.A.2.) for their regularly scheduled hours missed due to the closing.

If employees are requested to leave their campus/office because the closing occurs during open hours, and in order to effectuate an orderly closing, employees' leaving time may be staggered by decision of the Vice President/Dean.

When class cancellation is announced by the Administration, all employees are expected to be on duty during their regularly scheduled hours. Employees not on duty during their regularly scheduled hours during class cancellation shall not be paid for those hours not on duty unless an appropriate leave has been approved.

27. HOLIDAYS

Each employee shall be paid for his/her normal hours (as per the individual assignment) at his/her contracted wage rate and will not be expected to be on duty for the designated holidays listed below, provided that the employee's assigned term of duty includes the day in the yearly schedule.

<u>FY 2006</u>	<u>FY 2007</u>	<u>FY 2008</u>	<u>FY 2009</u>
July 4, 2005 September 5, 2005 November 23,24&25, 2005 December 23,26,27,28,29&30, 2005 March 13,14,15,16&17, 2006 April 14, 2006 May 29, 2006	Actual dates to be determined per Board approved calendar	Actual dates to be determined per Board approved calendar	Actual dates to be determined per Board approved calendar

If perchance the college requires an employee to be on duty, compensation shall be as set out in Articles 24 and 25, Overtime and Shift Differential.

If an employee is normally scheduled for duty for no less than five days per week, and a holiday falls on a normally scheduled non-duty day, then the employee shall be given scheduled time off as assigned by the employee's immediate supervisor.

28. VACATIONS

A. Scheduling

Employees shall receive paid vacation time. Said vacation time may be used by eligible employees at times of the employee's choosing including use of up to eighty (80) hours on a consecutive basis. The use is subject only to the condition where some employees may have to work in order to maintain effective operational levels. In any instances that all requested vacations cannot be granted for the time requested, priority shall be given to employees with the earliest request.

Other leaves may be granted in conjunction with vacation leave. See each leave article for requirements regarding filing the particular leave request.

A minimum of four (4) hours of vacation must be used at any one time, and the vacation leave must be approved in advance of its use.

Employees on approved leaves, as provided by this agreement, shall accrue vacation while on such leave.

B. Accrual

Vacation accrues based upon completed years of employment and is measured from the employee's anniversary date of hire. Vacation will accrue based on the following schedule:

First year of employment	40 hours
Second year of employment	80 hours
Third year of employment	120 hours

Employees contracted for a minimum of forty-eight (48) weeks will be granted an annual paid vacation calculated as follows to the nearest one-half (1/2) hour.

Formula:

$$\frac{\text{Annual Contracted Hours}}{2,080} \times 40 \text{ (80 or 120) hours} = \text{earned vacation hours}$$

C. Vacation days cannot:

1. be taken until actually earned.
2. result in double pay due to working instead of using earned annual vacation leave.

D. Vacation Carryover

Vacation days, which have been accrued but not used, may be carried over and accumulated to a maximum accumulation equal to 30 contract days.

29. SEPARABILITY

Should any article, section, or clause of this Agreement be declared illegal by a court having competent jurisdiction, then such article, section, or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect.

30. DURATION AND SIGNATURE CLAUSE

A. Duration

This agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2009. Each party may select one (1) article to be reopened for negotiations for each year of this contract, with the exception that Appendix A (Base Wage Rates) and Appendix B (Fringe Benefit Account) shall only be reopened for negotiations July 1, 2008. Any articles may be reopened for negotiation by mutual consent of both parties. A copy of this agreement shall be provided to each new unit employee, and a replacement copy shall be made available upon request to any existing employee within a reasonable time following their request.

A signed copy of this Bargaining Agreement containing all negotiated modifications shall be provided to the Chief Negotiator within ten working days following the ratification of the Agreement by the Board. Copies of this Agreement shall be made available to the Unit members within thirty days after ratification by the Board.

B. Finality

This Agreement supersedes all previous Agreements between the employer and the Association or any members thereof, and unless expressly stated to the contrary herein, constitutes the entire Agreement between the parties and concludes collective bargaining for its term with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, grievance procedures, and any other mandatory negotiable items.

C. Signature Clause

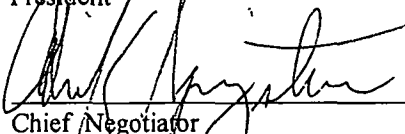
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective chief negotiations chairperson or secretary.

SOUTHEASTERN COMMUNITY COLLEGE

SOUTHEASTERN COMMUNITY COLLEGE
EDUCATIONAL SUPPORT ASSOCIATION



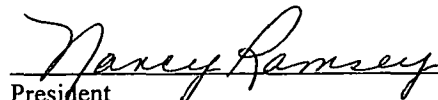
President



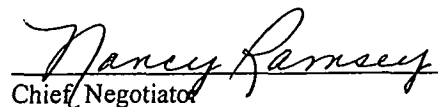
Chief Negotiator

6/17/05

Date



President



Chief Negotiator

6/20/05

Date

APPENDIX A

WAGE RATES FY 2006

Level	Beginning Wage Rates	Maximum Wage Rates
4	10.16	13.66
5	10.76	14.26
6	11.26	14.76
7	11.56	15.06
8	11.91	15.41
9	12.21	15.71
10	12.77	16.27
11	13.33	16.83
12	16.13	19.63

A total package increase of 4.3% for FY06, 4.5% for FY07 and 4.7% for FY08. The SCCESA reserves the right to determine the distribution of the total package each year. Additional dollars per the percent settlement shall be calculated on the date new insurance rates are known for the succeeding fiscal year.

The parties agree that the above Beginning Wage Rates shall be the per hour starting wage rates for new hires. The above wage rates shall be adjusted for FY07 and FY08 in accordance with the total package distribution determination.

An employee who transfers between levels shall have their hourly wage rate adjusted by the amount of difference between the levels.

APPENDIX B

FRINGE BENEFIT ACCOUNT FY 2006

The parties agree that for the period of July 1, 2005 through June 30, 2006, Southeastern Community College will contribute \$173,034.00 to a fringe benefit account for Southeastern Community College Support Staff Employees. An additional amount may be added to the fringe benefit account at the start of FY07 and FY08 in accordance with the total package distribution determination.

All support staff employees who work 1,040 hours or more per year shall receive \$50,000 Basic Life Insurance and the Group Long Term Disability paid in full from this account.

Only those support staff employees who choose the college group health insurance will have access to the remainder of the fringe benefit account. Each employee will have an equal amount (the cost of a single \$500 deductible plan) applied to the cost of their health insurance premiums. If the employee chooses to purchase a plan that costs less than the cost of a single \$500 deductible plan, that difference will stay in the fringe benefit account. If the employee chooses to purchase a plan that costs more than the cost of a single \$500 deductible plan that difference will be taken out of the employee's pay.

SOUTHEASTERN COMMUNITY COLLEGE
AUTHORIZATION FOR ASSOCIATION DUES

NAME: _____

ADDRESS: _____

TELEPHONE: _____

Is this a change?

Yes _____

No _____

DUES/COMPENSATION	
NEA/ISEA AFFILIATION	\$ _____
1% of Contract Wage, excluding fringe package	_____
UNISERV SUPPORT (Geode)	_____
LOCAL (SCCESA)	_____
TOTAL ANNUAL DUES	\$ _____
DEDUCTION PER PAY PERIOD	
Divide TOTAL by 20 (pay periods per year)	\$ _____
DO YOU WANT PAYROLL DEDUCTION?	Yes _____ No _____

Payroll Deduction Authorization to Vice President for Administrative Services:

I hereby request and authorize the Board of Trustees of Southeastern Community College, as my remitting agent, to deduct the sum of \$ _____, representing Association membership dues, from my earnings each pay period. I understand this payroll deduction authorization will continue in effect unless terminated by giving thirty (30) days written notice to the Vice President for Administrative Services. This amount may be revised upon notice by the Association Treasurer to the Vice President of Administrative Affairs of a membership dues change. It is further understood that Southeastern Community College does not assume any responsibility for the accuracy of the amounts shown for dues as outlined above.

If, for any reason, my employment with Southeastern Community College is terminated before the end of the Association's fiscal year (August 31), I will not be obligated to continue paying SCCESA dues. If, however, I terminate my membership with SCCESA before the Association's fiscal year ends, but am still employed by the College, I am responsible for payment of the full amount of the annual dues for the final year which I am a member by payroll reduction.

 Signature

 Date

WHITE - Business Office; CANARY - Employee; PINK - SCCESA Treasurer

APPENDIX D

GEN-152-685, REV. 4/04

GRIEVANCE FORM

For Use by Members of The Southeastern Community College Support Staff Education Association

Directions:

Please fill out this form completely. As clearly as possible, state the facts surrounding your grievance and the Article that you feel has been misapplied, misinterpreted, or violated and the date that the alleged misapplication, misinterpretation, or violation occurred.

Name of Grievant

Date

TYPE OF GRIEVANCE (CHECK ONE) _____ Individual _____ Group _____ Association

GRIEVANCE INFORMATION:

Date and Time of Occurrence of Grievance Situation: _____ A.M.

P.M.

Article(s) of Agreement Violated: _____

Statement of Grievance Facts: _____

(Use attachment if space inadequate)

ACTION SOUGHT: _____

(Use attachment if space inadequate)

Signature of Grievant

Date

Association Representative

Date

LEVEL I - IMMEDIATE SUPERVISOR RECEIPT:

Signature

Date

Note: After signing, the Supervisor removes the Goldenrod copy. The Association keeps the White, Canary, and Pink.

LEVEL II - DIRECTOR OF HUMAN RESOURCES:

The following request the above grievance to be processed through Level III:

Signature

Date

Note: After signing, the Director of Human Resources keeps the Pink copy. The Association keeps the White and Canary copies.

LEVEL III - ARBITRATION:

The following request the above grievance to be processed through Level III - Arbitration:

Association Representative

Date

Employee Signature when original employee
grievance only

Date

Received Level III request:

Director of Human Resources

Date

Note: After signing, the Director of Human Resources removes the Canary copy. The Association keeps the White copy.

APPENDIX E

CLASSIFICATION CHART

<u>Level</u>	<u>Job Title</u>	<u>Campus</u>	<u>Category</u>
4	Bookstore Sales Assistant	K	VIII
4	Bookstore Sales Assistant	W	VIII
4	Bookstore Sales Assistant	W	VIII
4	Bookstore Sales Assistant	W	VIII
4	Daytime Receptionist	W	I
4	Evening Receptionist	W	I
4	Receptionist/Office Assistant	FTM	I
4	Receptionist/Office Assistant	K	I
5	Enrollment Services Office Assistant/Receptionist	W	I
5	Evening Receptionist/Housekeeper	MP	I
5	Food Service Cook	K	VII
5	Library Assistant/Evening Receptionist	K	I
5	Library Assistant – Public Services	W	I
5	Office Assistant – Keokuk Campus	K	I
5	Print Shop –Shipping/Receiving Assistant	W	I
5	WIA Office Assistant/Receptionist	WC	I
5	WIA Office Assistant/Receptionist	WC	I
5	Workforce Center Office Assistant/Receptionist	WC	I
6	Cashier/Business Office Assistant	W	II
6	Library Assistant	K	I
6	Office Assistant – Athletic Department	W	I
6	Program Assistant – CBIS	CBIS	I
6	Program Assistant – CBIS	CBIS	I
6	Program Assistant – CBIS	CBIS	I
6	Secretary – Enrollment Services	W	I
6	Secretary – Enrollment Services	W	I
6	Secretary – Ft. Madison Center & Ed. Talent Search	FTM	I
6	Secretary – Instruction	W	I
6	Secretary – Instruction	W	I
6	Secretary – Instruction	W	I
6	Secretary – Multimedia/Distance Learning Services	W	I
6	Secretary – SuCCess Center/Student Support Svs.	W	I
6	Technical Services Assistant	W	I
7	ABE-GED Records Specialist/Office Assistant	W	I
7	Computer Lab Technician	W	III
7	Financial Aid Specialist	W	I
7	Secretary – Enrollment Services	K	I
7	Secretary – Institutional Advancement	W	II
7	Secretary – Corrections	ISP & MPCF .	I
7	Secretary – SuCCess Center	W	I

APPENDIX E

Page 2

CLASSIFICATION CHART

<u>Level</u>	<u>Job Title</u>	<u>Campus</u>	<u>Category</u>
8	Accounts Payable Specialist.....	W	II
8	Account Receivable Specialist.....	W	II
8	Bookstore Sales Manager.....	W	VIII
8	Computer Lab Technician.....	K	III
8	PC Support Specialist	W	III
9	Custodian II.....	K	V
9	Custodian II.....	W	V
9	Custodian II.....	W	V
9	Custodian II.....	W	V
9	Custodian II.....	W	V
9	Custodian II.....	W	V
9	Custodian II.....	W	V
9	Custodian II.....	W	V
10	Custodian II.....	K	V
10	Custodian II.....	W	V
11	Assistant Maintenance Mechanic/Groundskeeper	W	VI
	Technician		
12	Building Maintenance Mechanic	W	VI